



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

PHILIP L. BROWNING
Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

September 04, 2012

24 September 4, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Board of Supervisors
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MARK RIDLEY-THOMAS
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MICHAEL D. ANTONOVICH
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO AMEND THE INTENSIVE TREATMENT FOSTER CARE
FOSTER FAMILY AGENCY AND INTENSIVE TREATMENT FOSTER CARE –
MULTIDIMENSIONAL TREATMENT FOSTER CARE FOSTER FAMILY AGENCY
TO EXTEND SERVICES CONTRACTS FOR ADDITIONAL YEARS
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) seeks the Boards approval to amend the Intensive Treatment Foster Care Foster Family Agency (ITFC FFA) and Intensive Treatment Foster Care – Multidimensional Treatment Foster Care Foster Family Agency (ITFC-MTFC FFA) contracts with the Contractors on Attachment C and Attachment D, to extend their contracts, beginning October 1, 2012, through September 30, 2013, with an option to extend for up to two additional 12-month renewal periods through September 30, 2015, at an estimated annual placement cost of \$14,733,840 for the ITFC FFA contracts and \$5,357,760 for the ITFC-MTFC FFA contracts. The current contracts with these contractors will expire on September 30, 2012.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached Form Amendment Number One in substantially similar form to Attachment A, and delegate authority to the Director of DCFS, or designee, to execute Amendment Number One with the 12 ITFC FFA contractors in Attachment C, to extend their contracts, beginning October 1, 2012, through September 30, 2013. The estimated annual placement cost for the ITFC FFA

contracts will not exceed \$14,733,840. The placement rate costs will be covered within the Title IV-E Waiver capped allocation. Sufficient funding is included in the DCFS FY 2012-13 Final Adopted Budget and will be included in the FY 2013-14 and 2014-15 Budget Request.

2. Approve the attached Form Amendment Number One in substantially similar form to Attachment B, and delegate authority to the Director of DCFS, or designee, to execute Amendment Number One (with the four ITFC-MTFC FFA contractors in Attachment D, to extend their contracts, beginning October 1, 2012, through September 30, 2013. The estimated annual placement cost for the ITFC-MTFC FFA contracts will not exceed \$5,357,760. The placement rate costs will be covered within the Title IV-E Waiver capped allocation. Sufficient funding is included in the DCFS FY 2012-13 Final Adopted Budget and will be included in the FY 2013-14 and 2014-15 Budget Request.

3. Delegate authority to the Director of DCFS, or designee, to extend ITFC FFA and ITFC-MTFC FFA contracts for up to two additional 12-month renewal periods by written notice from October 1, 2013, through September 30, 2015. The approval of County Counsel and the CEO will be obtained prior to exercising the renewal options and the Director will notify the Board and the CEO in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current ITFC FFA and ITFC–MTFC FFA contracts will expire on September 30, 2012. The recommended action to extend the existing contracts for up to three additional years will allow the California Department of Social Services (CDSS) to complete its statewide program redesign pursuant to SB 1380 resulting from its Katie A. lawsuit to be followed by DCFS' incorporation of the program changes in its new competitive solicitation, followed by completing a new solicitation.

A statewide ITFC/MTFC workgroup formed by CDSS recently performed a review of ITFC-MTFC program, which included the current program rate structure and applicable policies and procedures. This workgroup was scheduled to complete its review and issue its finalized ITFC and MTFC program rate structure in December 2011. However, CDSS implemented an increased Treatment Foster Care rate structure with the FY 2012-13 budget effective July 1, 2012.

On April 4, 2012, CDSS approved DCFS's request to extend the ITFC FFA and ITFC–MTFC FFA contracts from October 1, 2012 through September 30, 2015, to provide DCFS necessary time to incorporate CDSS anticipated ITFC/MTFC program redesign changes to complete competitive solicitation.

Without the approval of the recommended action, DCFS would not be able to continue to deliver the ITFC FFA and ITFC–MTFC FFA services to the emotionally/behaviorally disturbed children in the County foster care system, and the County would be in violation of the Katie A. Agreement.

Implementation of Strategic Plan Goals

These amendments are consistent with the principles of the Countywide Strategic Plan, Goal No. 1, Operational Effectiveness – which involves maximizing the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services - Strategic Initiative 3: Budget Management, Priority Focus 1: Contracting, which conforms with DCFS utilizing Department of Mental Health's Request for Statement of Qualifications, to procure ITFC FFA and

ITFC-MTFC FFA services; and Goal No. 3, Integrated Services Delivery – Strategic Initiative 1: Katie A. Exit Conditions, which involves fulfilling the objectives identified in the Katie A. Settlement by 1) providing stable placements for children under the supervision and care of child welfare, and 2) ensuring these children receive care and services consistent with good child welfare and mental health practice and the requirements of law, and exit the Katie A. settlement as expeditiously as possible. The recommended actions will enable DCFS to continue to work collaboratively with ITFC FFAs and ITFC-MTFC FFAs to provide much needed specialized services to children and/or adolescents under its supervision who need intensive treatment and specialized care.

FISCAL IMPACT/FINANCING

The estimated annual ITFC FFA placement cost for this amendment is \$14,733,840 utilizing the Title IV-E Waiver capped allocation using 36 percent (\$5,304,183) Federal revenue, 33 percent (\$4,862,167) State revenue, and 31 percent (\$4,567,490) NCC. Funding is included in the DCFS FY 2012-13 Final Adopted Budget and will be included in the FY 2013 -14 and 2014 -15 Budget Requests.

The estimated annual ITFC-MTFC FFA placement cost for this amendment is \$5,357,760 utilizing the Title IV-E Waiver capped allocation using 36 percent (\$1,928,794) Federal revenue, 33 percent (\$1,768,061) State revenue, and 31 percent (\$1,660,905) NCC. Funding is included in the DCFS Fiscal Year 2012-13 Final Adopted Budget and will be included in the FY 2013 -14 and 2014 -15 Budget Requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In November 2006, Judge Howard Matz issued a court order to compel the County to comply with the obligations of the Katie A. Agreement ensuing from a 2002 class action lawsuit ("Katie A") filed against the State of California and the County.

On November 17, 2009, your Board adopted the ITFC FFA and ITFC-MTFC FFA Master Agreement. The initial term of the ITFC FFA and ITFC-MTFC FFA Master Agreement was December 1, 2009, or date of execution, through November 30, 2010, with an option to extend for an additional one year and ten-month renewal period through September 30, 2012, and for six months beyond the current expiration date, if such time is necessary, for the completion of a solicitation or negotiation of a new contract.

DCFS has evaluated and determined that the Amendment is in compliance with CDSS Contracting Policies Manual 23-604.38(i) which requires all contracts to have a provision for amendment. The amendment also complies with CDSS Contracting Policies Manual 23-604.4.41 and 23-604.4.42 and the unit price does not exceed the unit price originally determined through competitive selection.

The Department evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply as the contracts were not awarded under the provisions of Chapter 2.121. These services cannot be effectively performed by County employees because they require the development and utilization of resources that are not available in the County system.

The contractors are all in compliance with all Federal, State, County and Board requirements.

The CEO and County Counsel have reviewed the Board Letter and the attached amendment. The amendment has been approved as to form by County Counsel.

CONTRACTING PROCESS

The current ITFC FFA and ITFC-MTFC FFA Master Contracts were procured, as approved by CDSS on April 22, 2009, from a Request for Statement of Qualifications (RFSQ) completed by the County of Los Angeles Department of Mental Health. Hence, no additional contracting process is required.

On April 4, 2012, CDSS approved DCFS's request to extend the ITFC FFA and ITFC-MTFC FFA contracts from October 1, 2012 through September 30, 2015. The extension will provide DCFS time to incorporate CDSS' ITFC/MTFC program redesign changes to complete competitive solicitation.

CONTRACTOR PERFORMANCE

The current ITFC FFA and ITFC-MTFC FFA contracts are monitored on an annual basis. Monitoring results for the most recent evaluation period indicate that the services specified in the ITFC and ITFC-MTFC contracts were delivered and the agencies are in compliance with contract requirements.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Without the approval of the recommended action, DCFS may not be able to maintain emotionally/behaviorally disturbed children in family settings within the community; thereby, requiring these children be placed into institutional settings.

Approval of the recommended action will allow the Department to continue to provide ITFC FFA and ITFC-MTFC FFA services to DCFS children and families.

CONCLUSION

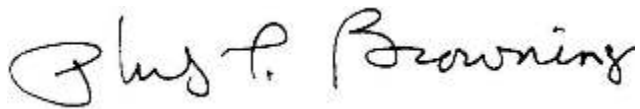
Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter and the approved Form Amendments to the Department of Children and Family Services.

The Honorable Board of Supervisors

9/4/2012

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Respectfully submitted,

A handwritten signature in black ink, reading "Philip L. Browning". The signature is written in a cursive, flowing style.

PHILIP L. BROWNING

Director

PHILIP L.
BROWNING
Director

PLB:CMM
EO:va

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors



AMENDMENT NUMBER ONE

TO

**INTENSIVE TREATMENT FOSTER CARE FOSTER FAMILY AGENCY
SERVICES CONTRACT NUMBER XXXXXXXX-XX**

WITH

XXXXXXXXXXXX

**AMENDMENT NUMBER ONE TO
INTENSIVE TREATMENT FOSTER CARE FOSTER FAMILY AGENCY SERVICES
CONTRACT NUMBER XXXXXXXX-XX**

**WITH
XXXXXXXXXX**

This Amendment Number One to Intensive Treatment Foster Care Foster Family Agency (ITFC) Contract Number XXXXXXXX-XX is made and entered into by and between County of Los Angeles, (hereinafter referred to as "COUNTY") and XXXXXXXXXX (hereinafter referred to as "CONTRACTOR") this _____ day of _____, 2012.

WHEREAS, on November 17, 2009, the Board of Supervisors approved the Intensive Treatment Foster Care Foster Family Agency Contracts with certain qualified non-profit corporations for Intensive Treatment Foster Care Foster Family Agency services; and

WHEREAS, COUNTY and CONTRACTOR are parties to the Intensive Treatment Foster Care Foster Family Agency Contract and CONTRACTOR has been providing intensive foster care services to the COUNTY; and

WHEREAS, the purpose of this Amendment is to extend the term of this Contract, beginning October 1, 2012 through September 30, 2013, with an option to extend for up to two additional 12-month renewal periods through September 30, 2015; and

WHEREAS, another purpose of this Amendment is to add notification of the newly developed "Contractor Alert Reporting Database" (CARD); and

NOW THEREFORE, in consideration of the foregoing and mutual respect herein contained, COUNTY and CONTRACTOR agree to amend the Intensive Treatment Foster Care Foster Family Agency Services Contract as follows:

1. PART 1, UNIQUE TERMS AND CONDITIONS, Section 3.0, TERM, Subsection 3.4 is added to read as follows:

- 3.4 The term of this Agreement is extended beginning October 1, 2012, through September 30, 2012, with an option to extend for up to two additional 12-month renewal periods by written notice through September 30, 2015, unless terminated earlier.

2. PART 1, UNIQUE TERMS AND CONDITIONS, Section 22.0, CONTRACT ENFORCEMENT, OUT OF HOME CARE MANAGEMENT, MONITORING, AND REVIEW, Subsection 22.5 is added to read as follows:

- 22.5 The County maintains a database that tracks/monitors contractor performance history. Information entered into such database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

3. Exhibit A, Statement of Work, Part C, 1.0 Safety, Service Tasks 1.1 Staff Qualifications, Sub-section 1.1.2 Service and Rate Levels and Subsection 1.1.3 Payment to ITFC Foster Parent(s) are deleted and replaced as follows:

1.1.2 Service and Rate Levels

All Service and rate payment shall be in accordance with the Contractor's Intensive Treatment Foster Care, Authorized Rate, as determined by the California Department of Social Services Foster Care Rates Bureau, as detailed in their Intensive Treatment Foster Care (ITFC) Foster Family Agency (FFA) Program Statement for Program Number_____.

1.1.3 Payment to ITFC Certified Foster Parent(s)

All payments to ITFC Certified Foster Parents shall be not less than the amounts stipulated in the Contractor's ITFC Authorized Foster Care Rate and as required in California Welfare and Institutions Code 18358.30.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN IN FULL FORCE AND EFFECT.

**AMENDMENT NUMBER ONE TO INTENSIVE TREATMENT FOSTER CARE FOSTER
FAMILY AGENCY SERVICES CONTRACT NUMBER XXXXXX-XX**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number One to be subscribed by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officers, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

By: _____
Philip L. Browning
Director
Department of Children and
Family Services

Name of Agency

By: _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
JOHN KRATTLI, ACTING COUNTY COUNSEL

BY _____
David Beaudet, Senior Deputy County Counsel



AMENDMENT NUMBER ONE

TO

**INTENSIVE TREATMENT FOSTER CARE – MULTIDIMENSIONAL
TREATMENT FOSTER CARE FOSTER FAMILY AGENCY SERVICES
CONTRACT NUMBER XXXXXXXX-XX**

WITH

XXXXXXXXXXXX

**AMENDMENT NUMBER ONE TO
INTENSIVE TREATMENT FOSTER CARE – MULTIDIMENSIONAL TREATMENT
FOSTER CARE FOSTER FAMILY AGENCY SERVICES
CONTRACT NUMBER XXXXXXXX-XX**

**WITH
XXXXXXXXXXXX**

This Amendment Number One to Intensive Treatment Foster Care – Multidimensional Treatment Foster Care Foster Family Agency (ITFC-MTFC) Contract Number XXXXXXXX-XX is made and entered into by and between County of Los Angeles, (hereinafter referred to as "COUNTY") and XXXXXXXXX (hereinafter referred to as "CONTRACTOR") this _____ day of _____, 2012.

WHEREAS, on November 17, 2009, the Board of Supervisors approved the Intensive Treatment Foster Care-Multidimensional Treatment Foster Care Foster Family Agency Contracts with certain qualified non-profit corporation for Intensive Treatment Foster Care-Multidimensional Treatment Foster Care Foster Family Agency services; and

WHEREAS, COUNTY and CONTRACTOR are parties to the Intensive Treatment Foster Care-Multidimensional Treatment Foster Care Foster Family Agency Contract and CONTRACTOR has been providing intensive foster care services to the COUNTY; and

WHEREAS, the purpose of this Amendment is to extend the term of this Contract, beginning October 1, 2012 through September 30, 2013, with an option to extend for up to two additional 12-month renewal periods by written notice through September 30, 2015; and

WHEREAS, another purpose of this Amendment is to add notification of the newly developed "Contractor Alert Reporting Database" (CARD); and

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2. PART 1, UNIQUE TERMS AND CONDITIONS, Section 22.0, CONTRACT ENFORCEMENT, OUT OF HOME CARE MANAGEMENT, MONITORING, AND REVIEW, Subsection 22.5 is added to read as follows:
 - 22.5 The County maintains database that track/monitor contractor performance history. Information entered into such database may be used for a variety of purposes, including determining whether the county will exercise a contract term extension option.

3. Exhibit A, Statement of Work, Part C, 1.0 Safety, Service Tasks 1.1 Staff Qualifications, Sub-section 1.1.7 ITFC-MTFC Rates are deleted and replaced as follows:

- (a) All Service and rate payment shall be in accordance with the Contractor's Intensive Treatment Foster Care-Multidimensional Treatment Foster Care (ITFC-MTFC), Authorized Rate, as determined by the California Department of Social Services Foster Care Rates Bureau, and as detailed in their Intensive Treatment Foster Care-Multidimensional Treatment Foster Care (ITFC-MTFC) Foster Family Agency (FFA) Program Statement for Program Number_____.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN IN FULL FORCE AND EFFECT.

**AMENDMENT NUMBER ONE TO INTENSIVE TREATMENT FOSTER CARE –
MULTIDIMENSIONAL TREATMENT FOSTER CARE FOSTER FAMILY AGENCY
SERVICES CONTRACT NUMBER XXXXXX-XX**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number One to be subscribed by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officers, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

By: _____
Philip L. Browning
Director
Department of Children and
Family Services

Name of Agency

By: _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
JOHN KRATTLI, ACTING COUNTY COUNSEL

BY _____
David Beaudet, Senior Deputy County Counsel